

AUG 23 1982 - 11 40 AM

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INTERSTATE COMMERCE COMMISSION

LAW OFFICES

ALVORD AND ALVORD

200 WORLD CENTER BUILDING

918 SIXTEENTH STREET, N.W.

WASHINGTON, D. C.

20006-2973

August 23, 1982

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

ROBERT W. ALVORD
ALBERT H. GREENE
CARL C. DAVIS*
CHARLES T. KAPPLER
JOHN H. DOYLE
MILTON C. GRACE*
GEORGE JOHN KETO**
RICHARD N. BAGENSTOS

* NOT A MEMBER OF D. C. BAR
** ALSO A MEMBER OF OHIO BAR

INTERSTATE COMMERCE COMMISSION

OF COUNSEL

JESS LARSON
JOHN L. INGOLDSBY
URBAN A. LESTER

CABLE ADDRESS
"ALVORD"

TELEPHONE
AREA CODE 202
393-2266

TELEX

440367 A AND A WSH (INTERNATIONAL)
440348 CDAA UI (INTERNATIONAL)
892482 A AND A WSH (DOMESTIC)

Ms. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D.C.

No. 2-33402
Date AUG 23 1982
Fee \$ 50.00

ICC Washington, D. C.

Dear Madam:

Enclosed for recordation pursuant to the provisions of Section 11303(a) of Title 49 of the United States Code and the Rules for the Recordation of Documents (as revised) are 1) Chattel Mortgage and Security Agreement dated August 6, 1982 and 2) Agreement and Confirmation of Assignment dated August 6, 1982 ("Documents").

A general description of the railroad equipment covered by the Documents is as follows;

Fifty (50) 50'6" 70-ton railroad boxcars bearing identifying mark and road numbers CPAA 208500 through CPAA 208549, both inclusive.

The names and addresses of the parties to the Documents are:

Debtor/Assignor: Emons Industries, Inc.
490 East Market Street
York, Pennsylvania 17403

Secured Party/
Assignee : Hamilton Bank
12 East Market Street
York, Pennsylvania 17401

The undersigned is agent for the Secured Party/Assignee for the purpose of submitting the Documents for recordation and has knowledge of the matters set forth therein.

AUG 23 11 35 AM '82

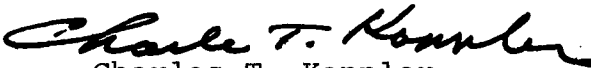
Counter-Photo - C.T. Kappeler

Ms. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
August 23, 1982
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Please return the stamped copies of the Documents to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006

Also enclosed is a remittance in the amount of \$50 in payment of the required recordation fee.

Very truly yours,


Charles T. Kappler

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Mr. Charles T. Kappler
Alvord And Alvord
200 World Center Building
918 Sixteenth Street, N. W.
Washington, D. C. 20006-2973

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **8-23-82** at **11:40 AM**, and assigned re-recording number(s) - **13771 and 13771-A**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

CHATTEL MORTGAGE AND SECURITY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that EMONS INDUSTRIES, INC. ("Industries") in consideration of \$1.00 to it paid by the HAMILTON BANK ("Bank"), receipt of which is hereby acknowledged, does hereby bargain, sell and convey to Bank, its successors and assigns, and does hereby grant to Bank a security interest in and lien upon (under the Uniform Commercial Code, as amended, or other appropriate law of any jurisdiction) all those certain railroad freight cars used or intended to be used in interstate commerce listed in Exhibit "A" attached hereto.

TO HAVE AND TO HOLD the said railroad freight cars so bargained, sold and conveyed, or intended to be unto the said Bank, its successors and assigns.

The condition of this Chattel Mortgage and Security Agreement is that if Industries shall pay or cause to be paid to Bank the aforementioned sum and such other sums as Industries shall have borrowed from Bank under the certain Revolving and Term Loan Agreement between Industries, Leasing, Railcar and Bank dated as of September 1, 1978, as amended and restated as of January 1, 1981, which is incorporated herein by reference as though fully set forth, and fully and faithfully perform all of Industries' obligations herein and therein contained and also contained in a certain Chattel Mortgage and Security Agreement executed by Industries whereby Industries granted to Bank a security interest in and a lien upon the railroad freight cars described in Exhibit "A" attached hereto, then this Chattel Mortgage and Security Agreement shall be void; otherwise it shall remain in full force and effect.

REGISTRATION NO. _____ FILED 1425

13771

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INTERSTATE COMMERCE COMMISSION

Industries warrants to Bank that on the date hereof it is the absolute owner of the said railroad freight cars, free and clear of all liens, encumbrances and adverse claims, other than the interest herein bargained, sold and granted to Bank and the interest bargained, sold and granted to Bank by the aforesaid Chattel Mortgage and Security Agreement executed by Industries and dated July 20, 1981.

Except as otherwise provided for herein, unless and until Industries shall fail or refuse to perform, or be in breach of any of the foregoing covenants and agreements or of any of the covenants and agreements contained in the aforesaid Chattel Mortgage and Security Agreement executed by Industries and dated July 20, 1981 or an event of default shall occur under the said Revolving and Term Loan Agreement, Industries hereby lets and demises from Bank the right of possession and use of the said railroad freight cars for the purpose of selling or leasing said railroad freight cars.

Industries hereby covenants to keep or cause to be kept the said railroad freight cars in good condition and repair.

Should Industries fail or refuse to perform any of the foregoing covenants and agreements or any of the covenants and agreements contained in the aforesaid Chattel Mortgage and Security Agreement executed by Industries and dated July 20, 1981, or upon the happening of an event of default as defined in the aforesaid Revolving and Term Loan Agreement, Bank may exercise all its rights and remedies set forth in the Revolving and Term Loan Agreement, including the right to take possession of the railroad freight cars hereby mortgaged, and may exercise any of its rights under the Uniform Commercial Code, as amended, and other applicable laws of any appropriate jurisdiction.

Nothing in this Chattel Mortgage and Security Agreement shall be deemed to effect the validity or effectiveness of the aforesaid Chattel Mortgage and Security Agreement dated July 20, 1981 and executed by Industries, whereby Industries granted to Bank a security interest in and a lien upon the railroad freight cars described in Exhibit "A" attached hereto, which security interest and lien shall remain and continue in full force and effect, it being the intention of Industries and Bank that the security interest and lien herein being granted by Industries to Bank shall be a confirmation of and not in substitution of the said security interest and lien granted by the aforesaid Chattel Mortgage and Security Agreement dated July 20, 1981; nor is it the intention of the parties hereto that the within Chattel Mortgage and Security Agreement shall be deemed to constitute a waiver of any of the provisions of the aforesaid Chattel Mortgage and Security Agreement dated July 20, 1981 or a waiver of any breach of any of the representations, covenants and/or agreements therein contained or a waiver of any event of default referred to therein or which might have previously arisen under the Revolving and Term Loan Agreement referred to therein.

This Chattel Mortgage and Security Agreement shall be binding upon and inure to the benefit of the successors and assigns of Industries and Bank.

Executed this 6 day of August, 1982.

EMONS INDUSTRIES, INC.

By: J. H. Moore, V.P.

ATTEST:

Mark Paulinich
Ass. Secretary

STATE OF

Pennsylvania

:
: SS.
:

COUNTY OF

York

On this *6* day of *August*, 1982, before me personally appeared *Joseph L. Mattese*, to me personally known, who being by me duly sworn, says that he is *Vice President* of EMONS INDUSTRIES, INC., that the seal affixed to the foregoing instrument is the seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Helen C. Stahley
Notary Public

My Commission Expires:

HELEN C. STAHLEY, NOTARY PUBLIC,
YORK, YORK COUNTY
MY COMMISSION EXPIRES OCT. 12, 1985
Member, Pennsylvania Association of Notaries

Exhibit A to
Chattel Mortgage
and Security Agreement

Description of Collateral

Fifty 50'-6" 70-ton railroad boxcars bearing identifying road numbers CPAA 208500 through 208549, inclusive.